



Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at <http://about.jstor.org/participate-jstor/individuals/early-journal-content>.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

from using a drum or other musical instrument on the street without a permit. *Wilkes-Barre v. Garabed*, 11 Pa. Super. Ct. 355; *Mashburn v. Bloomington*, 32 Ill. App. 245; *State v. White*, 64 N. H. 48. Making it a misdemeanor to omit to furnish medical attendance to a minor is not unconstitutional as interfering with the religious freedom of a layman who believes that prayer for Divine aid is the proper remedy for sickness. *People v. Pierson*, 176 N. Y. 201. A regulation prohibiting teachers in public schools from wearing a religious garb was upheld in New York. *O'Connor v. Hendrick*, 184 N. Y. 421. There is no question but that the principal case is in line with the authorities.

CONTRACTS—IMPLIED CONTRACTS—PERSONS IN FAMILY RELATIONS.—Appellee had been taken by decedent at the age of four years and reared as the son of the decedent, who was childless. In an action by appellee to recover for care and board of decedent it was *held*, no implied promise arises where the circumstances are such that the implication will be inequitable. *Irwin v. Jones* (1910), — Ind. App. —, 92 N. E. 787.

Implied contracts fall under two general heads, (1) Where a man takes property and the owner waives the tort and sues in assumpsit, *i. e.* where there is no meeting of minds; (2) Where the minds of the parties meet, and their meeting results in an unexpressed agreement. The claim made in the principal case falls under the second head. Where one person renders services for another, or supports another, the relationship of the parties is of great weight in determining their intention for the purpose of saying whether a contract to pay is to be implied. *Howe v. North*, 69 Mich. 272; *Heywood v. Brooks*, 47 N. H. 231. The jury may in fact declare what is honest between parties, and yet only succeed in correcting one evil by a greater one. Citizens have a right to form connections on their own terms and to be judged accordingly. *Hertzog v. Hertzog*, 29 Pa. St. 465; *Spitzmiller v. Fisher*, 77 Iowa 289, 42 N. W. 197. A contractual intention may be shown in all cases, notwithstanding the relationship of the parties, and it may be shown by circumstances, and a contract will be implied notwithstanding the relationship where it appears that there was hope of compensation on one side and expectation to award it on the other. *Huffman v. Wyrick*, 5 Ind. App. 183, 31 N. E. 823. If there is no intention or expectation of payment when the services are rendered, there can be no recovery therefor. *Thurston v. Perry*, 130 Mass. 240; *Whaley v. Peak*, 49 Mo. 80. The same rule applies where one of the parties, whether a relative or not, stands toward the other in *loco parentis*. *Wyley v. Bull*, 41 Kan. 206, 20 Pac. 855; *Lippman v. Tittmann*, 31 Mo. App. 69.

CONTRIBUTORY NEGLIGENCE—ACTS IN EMERGENCY—EMERGENCY CAUSED BY PARTY INJURED—SAVING LIFE.—Plaintiff's intestate and a crew of six men were going to work on a hand car when they discovered a rapidly approaching train. All jumped off the car safely, but deceased voluntarily returned to the car and while attempting to remove it from the track was struck by the train and killed. Defendant requested the court to charge that if deceased was negligent and his negligent acts produced the occasion of his